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# TRUTH-IN-LENDING DISCLOSURE STATEMENT (THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

Lender of Lender's Agent:					DATE: 05/12/2005		
KeyBank N.A.				LOAN NO.:			
BORROWERS:	Eriç Lar	nback					
ADDRESS: CITY/STATE/ZIP: PROPERTY:		e Hill, F	n Pike PENNSYLVANIA 19444 n Pike, Lafayette Hill, PENN	(SY	LVANIA 19444		
ANNUAL PERCE	NTAGE R	ATE	FINANCE CHARGE	$\neg$	AMOUNT FINANCED	TOTAL OF PAYMENTS	
The cost of your credit as a yearly rate.			The dollar amount the credit will cost you.		The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	
10.355 %			\$ 24,606.60		\$ 25,275.00	\$ 49,881.60	
PAYMENT SCHED	ULE:						
Number of Payr			Amount of Payments		When payment	s are Due	
180		277.12	L	onthly, beginning approximately 30 days from disbursement date. ast payment may be slightly larger or smaller due to longer or orter payment period			
DEMAND FEATUR	RE: X	This le	oan does not have a Demand F	eatı	ure. 🔲 This loan has a Demand Fea	ature as follows:	
SECURITY: You as	re giving a s	scurity i	nterest in the property located	et:	751 Germantown Pike Lafayette Hill, PENNSYLVANIA 1	9444	
FILING / RECORD	ING FEES	\$ 62.5	0		<u> </u>		
PROPERTY INSUE any insurance compu- Hazard insurance		c to the	lender.		uired condition of this loan. Borrower tun estimated cost of N/A for a N/A ye	• •	
LATE CHARGES: less than SN/A, and r			more than PIFTEEN days late	, ya	u will be charged a late charge of 5.00	0% of the overdue payment, but no	
ASSUMPTION: So may assume,			property X cannot assume the conditions, the remaining balan	ice i	emaining balance due under original m due under original mortgage terms.	origage terms.	
PREPAYMENT: II	f you pay off X wil	your le l not l not	have to pay a penalty.	of	part of the finance charge.		
See your contract d				din	g non-payment, default, required re	spayment in full before scheduler	
e means estimate		_		_			
I/We hereby acknow	ledge pearlin	g and re	ceiving a complete copy of thi	s di	sclosure.		
	VI						

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Loan Number:

NOTE

# THIS AGREEMENT IS SUBJECT TO THE PROVISIONS OF THE SECONDARY MORTGAGE LOAN ACT.

May 12, 2005

#### Lafayette Hill, PENNSYLVANIA

751 Germantown Pike Lafayette Hill, PENNSYLVANIA 19444 (Property Address)

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$25,803.00 (this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is KeyBank N.A.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder."

#### 2. INTEREST

I will pay interest at a yearly rate of 9.990%.

Interest will be charged on unpaid principal until the full amount of principal has been paid,

I will pay principal and interest by making payments each month of U.S. \$277.12.

I will make my payments on the 16th day of each month beginning on June 16, 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges, described below, that I may owe under this Note. If, on May 16, 2020, I still owe amounts under this Note, I will pay all those amounts, in full, on that date.

I will make my monthly payments at

#### KeyBank N.A. 8757 RED OAK BLVD, SUITE 120 CHARLOTTE, NORTH CAROLINA 28217

or at a different place if required by the Note Holder.

#### 4. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any of my monthly payments by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment, but not less than U.S. \$N/A and not more than U.S. \$N/A. I will pay this late charge only once on any late payment.

If I do not pay the full amount of each monthly payment by the date stated in Section 3 above, I will be in default. Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described below, the Note Holder will still have the right to do so if I am in default at a later time.

(C) Notice from Note Holder

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or, if it is not mailed, 30 days after the date on which it is delivered to me.

(D) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back for its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 5. THIS NOTE SECURED BY A MORTGAGE

In addition to the protections given to the Note Holder under this Note, a Mortgage, dated May 12, 2005, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

#### BORROWER'S PAYMENTS BEFORE THEY ARE DUE

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in a letter that I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

'ENNSYLVANIA- Second Mortgage - 1/80 - FNM	IA/FHLMC UNIFORM INSTRUMENT

Form 3939

VMP-75(PA) (0298).01

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Loan Number

I may make a full prepayment or a partial prepayment without paying any penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates or changes in the amounts of my monthly payments unless the Note Holder agrees in writing to those delays or changes. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments.

#### 7. BORROWER'S WAIVERS

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else also waives these rights. These persons are known as "guarantors, sureties and endorsers."

#### 8. GIVING OF NOTICES

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified mail addressed to me at the Property Address above. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by certified mail to the Note Holder at the address stated in Section 3 above. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

# 9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note. Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to keep all of the promises made in this Note.

(Seal)

Eric Lamback
Social Security Number:

Social Security Number:

(Sign Original Only)

PENNSYLVANIA- Second Mortgage - 1/80 - FMMA/FHLMC UNIFORM INSTRUMENT

Form 3939

# ADDENDUM TO PROMISSORY NOTE

Note Date:

05/12/2005

Loan Number:

Borrower(s):

Eric Lamback

Property Address:

751 Germantown Pike

Lafayette Hill, PENNSYLVANIA 19444

#### SECTION 1:

# APPLICABLE LAW/LOCATION OF LAWSUITS

Lender is located in Ohio. This Note is governed by the laws of the United States and the State of Ohio, whether or not I live or accepted this Note in said state. This Note is entered into between Lender and me in the State of Ohio and Lender extends credit to me from Ohio. I agree that any suit I bring against Lender (or against a subsequent Note Holder) must be brought in a court of competent jurisdiction in the county in which Lender maintains its (or the county in which such subsequent Noteholder maintains its) principal place of business. The laws of the state where the Real Property is located shall, however, govern the parties' rights and obligations under any and all other terms and conditions of the Security Instrument.

### SECTION 2:

#### \*\*\*NOTICE\*\*\*\*

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED THE AMOUNTS PAID BY THE DEBTOR HEREUNDER.

05/12/2005

DATE